

amounts A.I.D. determines are attributable to such violation and may exercise any right of acceleration or termination contained in the implementing document. The borrower/grantee shall be deemed to have agreed to make such refund or accelerated payment promptly upon request by A.I.D. and shall be deemed to have consented to any modification of the implementing document determined by A.I.D. to be necessary to reflect any such refund or acceleration.

**§ 201.82 Rights of A.I.D. against suppliers.**

Without limiting the responsibility of the borrower/grantee or other parties, A.I.D. may require an appropriate refund to it by a supplier under any transaction which violates the requirements of this part, whenever in A.I.D.'s opinion the failure of the supplier to comply with the rules and other requirements of this part has contributed to such violation. Any refund requested will include interest from the time of payment to the supplier. Interest will be charged at the rate established by the Secretary of the Treasury in accordance with the Internal Revenue Code, 26 U.S.C. 6621(b).

**§ 201.83 No waiver of alternative rights or remedies by A.I.D.**

No right reserved to A.I.D. in this subpart to seek a refund from a borrower/grantee, and no exercise of such right, whether or not successful, shall in any way limit or affect, under the doctrine of the election of remedies or otherwise, A.I.D.'s rights against a supplier under this subpart I or under the

laws of the United States, or of any other country or political subdivision thereof, nor shall any right or remedy herein reserved to A.I.D. against a supplier in any way derogate from or otherwise limit any other rights or remedies which may accrue to A.I.D. under such laws.

**§ 201.84 Limitation on period for making refund requests.**

A.I.D. will endeavor, but shall not be bound, to make any requests for refunds from a borrower/grantee within three years from the date of the last disbursement of A.I.D. funds for the transaction to which such request relates.

**§ 201.85 Legal effect of A.I.D. approvals and decisions.**

In any transaction subject to this part 201, A.I.D. may reserve certain rights to approve the transaction for A.I.D.-financing. A.I.D., in reserving any approval rights, acts solely as a financing entity to assure the proper use of United States Government funds. Any decision by A.I.D. to exercise or refrain from exercising these approval rights shall be made as a financier and shall not be construed as making A.I.D. a party to the contract or incurring any liability to the parties jointly or to any of them.

**§ 201.86 Waiver and amendment authority.**

A.I.D. may waive, withdraw, or amend at any time any or all of the provisions of this part.